

# **EXHIBIT C**

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**From:** Eli Fireman <eli@firstfirecap.com>  
**Sent:** Monday, November 29, 2021 12:45 PM  
**To:** Perechocky, David L.  
**Subject:** Fwd: Follow Up  
**Attachments:** DPLS Amendment.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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----- Forwarded message -----

**From:** Eli Fireman <eli@firstfirecap.com>  
**Date:** Fri, Nov 5, 2021 at 9:59 AM  
**Subject:** Follow Up  
**To:** Dennis O'Leary <doleary@darkpulse.com>

Good morning Dennis,  
Was really great seeing you again yesterday. Please see the attached countersigned amendment for your records.  
All the best,

--

Eli Fireman  
Managing Member  
FirstFire Capital  
Direct: 212-317-5992  
Office: 212-317-5970

**CONFIDENTIALITY STATEMENT:**

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient of this message, please destroy any printed version and delete this email. In addition, this firm does not accept service of papers by email or facsimile transmission.

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**AMENDMENT NO. 1 TO THE CONVERTIBLE PROMISSORY NOTE  
ISSUED ON APRIL 26, 2021**

THIS AMENDMENT NO. 1 TO THE CONVERTIBLE PROMISSORY NOTE ISSUED ON April 26 2021 (the "Amendment") is entered into on October 14 2021, by and between DarkPulse, Inc. a Delaware corporation (the "Company"), and FirstFire Global Opportunities Fund LLC, a Delaware limited liability company (the "Holder") (Company and Holder collectively the "Parties").

**BACKGROUND**

A. The Company and Holder are the parties to that certain Securities Purchase Agreement (the "SPA") whereunder Holder acquired (i) a Convertible Promissory Notes in the original principal amount of \$825,000 (the "Note"); (the SPA, Note, Commitment Shares, and all other related documents hereinafter the "Transaction Documents").

B. The Parties desire to amend the Transaction Documents as set forth expressly below.

NOW THEREFORE, the Parties agree as follows:


1. Remove from the Securities Purchase Agreement Section 4. Subsection d. **Restriction on Activities.**
2. **Governing Law; Venue.** The Transaction Documents shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement, the Note, the Warrant, or any other agreement, certificate, instrument, or document contemplated hereby shall be brought only in the state courts of Delaware or in the federal courts located in the state of Delaware. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement, the Note, or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.
3. The Parties have mutually agreed to the provisions set forth herein and are doing so without the exchange of any additional consideration.

4. This Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Note. Except as specifically modified hereby, all of the provisions of the Note, which are not in conflict with the terms of this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on October 25, 2021, effective as of April 26, 2021.

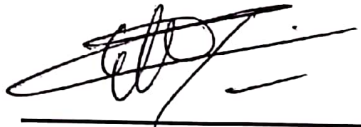
**DARKPULSE, INC.**

By :

  
Dennis O'Leary- CEO

**FIRSTFIRE GLOBAL OPPORTUNITIES  
FUND, LLC**

By : FirstFire Capital Management LLC

  
Eli Fireman, Managing Member